IN THE HIGH COURT OF JUDICATURE AT BOMBAY

O.O.C.J.

NOTICE OF MOTION NO.2990 OF 2005

IN

SUIT NO.2711 OF 2005

...

Smt.Mona Ashok Manial ...Plaintiff

v/s.

Mukesh Lalchand Talreja
and anr. ...Defendants

...

Mr.J.S.Kini for the Plaintiff.
Mr.Utangale i/b M/s.Utangale & Co. for the Defendants.

...

CORAM: D.K.DESHMUKH, J.

DATED: 6TH JUNE, 2007

P.C.:

By my order passed today in Notice of Motion No.2998 of 2005 in Suit No.2461 of 2005 between the same parties, I have held that prima facie the agreement pursuant to which the defendant in this suit claims to be in possession of the flat is not a genuine document. I have also held that the possession of the Defendant of the flat does not appear to be in accordance with law. Admittedly the Plaintiffs in this suit are the owners of the flat. Admittedly full amount of consideration has not been paid even according to the Defendant. The Defendant admittedly is enjoying the flat since 1998 without either paying the balance amount of consideration or paying anything to the owners of the property. In my opinion, therefore, it will be appropriate to appoint the Receiver on the property.

. Notice of Motion is, therefore, granted in terms of prayer clause (b) excluding bracketed portion.

. The Defendant has agreed to become agent of the

Receiver. Hence, the Receiver shall take only symbolic possession of the flat and continue the Defendant to be in possession of the flat as his agent on usual terms and conditions including royalty but without security. Till the Receiver takes possession, ad-interim order in terms of prayer clause (c) shall operate. Notice of Motion disposed of.

...